

# **Terms of Participation**

# I. PARTICIPANT

National Table Tennis Association ("NA")			NA Code		ITTF ID Number	
Family name	(as on identity d	locument)	Date of birth	]		
Given name	(as on identity do	ocument)	Gender			
			Male	Female		
Player	Coach	Official	Others, please s	pecify:		

As a participant in any event organised, sanctioned or otherwise supported by (1) International Table Tennis Federation ("ITTF"), (2) World Table Tennis Pte. Ltd. ("WTT"), (3) ITTF Foundation, or (4) any related or member entity of the foregoing (collectively, the "ITTF Group", each an "ITTF Group Entity" and any such event, an "ITTF Group Event"), you (or the "Participant") have read, understood, clarified any doubt you may have, and agree to the terms below (these "Terms of Participation"). For clarity, ITTF Group Events include without limitation the World Table Tennis Championships, WTT sanctioned events, Olympic Qualification events, and ITTF-para table tennis events.

## 1. WTT rules and regulations

- **1.1.** You have read, understood, clarified any doubt you may have, and agree to be bound by the terms of the following rules and regulations of WTT ("**WTT Rules and Regulations**"):
  - **1.1.1.** WTT Series Handbook
  - **1.1.2.** WTT Youth Series Handbook.
- 1.2. The WTT Rules and Regulations may be updated from time to time. WTT (or any other ITTF Group Entity) will notify you when there is any important update to the WTT Rules and Regulations. After being notified, you are responsible for staying updated to the latest WTT Rules and Regulations and you will be bound by the version of the WTT Rules and Regulations that is in effect, which are deemed to be incorporated by reference in this clause.
- **1.3.**You may access the WTT Rules and Regulations at: <u>https://worldtabletennis.com/technicaldocuments</u>.

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# 2. ITTF Handbook

- **2.1.** You have read, understood, clarified any doubt you may have, and agree to be bound by the provisions of the ITTF Handbook, including all its rules, regulations, and associated policies ("**ITTF Handbook**"), particularly the:
  - **2.1.1.** ITTF Constitution;
  - **2.1.2.** ITTF Anti-Doping Rules;
  - **2.1.3.** ITTF Code of Ethics;
  - 2.1.4. ITTF Anti-Harassment Policy and Procedures; and
  - **2.1.5.** ITTF Tribunal Regulations.
- **2.2.** The ITTF Handbook may be updated from time to time. ITTF (or any other ITTF Group Entity) will notify you when there is any important update to the ITTF Handbook. After being notified, you are responsible for staying updated to the latest ITTF Handbook and you will be bound by the version of the ITTF Handbook that is in effect, which are deemed to be incorporated by reference in this clause.
- **2.3.** For the purposes of interpreting the ITTF Handbook, by participating in any ITTF Group Event, you are deemed to have participated in an ITTF Event.
- 2.4. You may access the ITTF Handbook at: <u>https://www.ittf.com/handbook/</u>.
- **2.5.** If any term of the WTT Rules and Regulations is inconsistent with a term of the ITTF Handbook, you shall be bound by the term of the ITTF Handbook.

# 3. Integrity

# 3.1. Anti-doping

- **3.1.1.** ITTF may conduct anti-doping testing at any ITTF Group Event in a manner described in the ITTF Anti-Doping Rules.
- **3.1.2.** You submit to the jurisdiction and authority of ITTF to manage, administer, and enforce the ITTF Anti-Doping Rules, including conducting anti-doping testing.
- **3.1.3.** Any dispute arising from or related to the ITTF Anti-Doping Rules (or any charges brought thereunder) will be submitted exclusively to the Court of Arbitration for Sport ("**CAS**") Anti-Doping Division in Lausanne, Switzerland, and resolved definitively in accordance with the Arbitration Rules CAS Anti-Doping Division. The seat will be Switzerland. The language of the arbitration will be English. Unless otherwise agreed mutually, the Panel will consist of one arbitrator.



- **3.1.4.** You give your explicit consent to any ITTF Group Entity to receive, provide, or otherwise process your anti-doping results or information to and from any ITTF Group Entity, including information relating to missed tests or filing failures.
- **3.1.5.** You have read, understood and accept the <u>Athlete Consent Form (Schedule 1)</u> and the <u>Athlete's Information Notice (Schedule 2)</u>, and both of which forms a part of these Terms of Participation.

# **3.2.** Match manipulation and betting

- **3.2.1.** You acknowledge the importance of upholding the integrity of table tennis and that the ITTF Group is committed to combatting all forms of match manipulation.
- **3.2.2.** You shall not participate or assist in any betting related activities associated with any ITTF Group Event.
- **3.2.3.** You shall not manipulate in any manner the course or result of any ITTF Group Event (or any part of an ITTF Group Event) in a manner contrary to sport ethics or integrity, infringe the principle of fair play or show unsporting conduct.

# 3.3. Conduct

- **3.3.1.** As an integral part of the ITTF Group, you acknowledge that you are a role model for table tennis and will uphold the principles of sportsmanship, ethics, fair play and other spirit of sport.
- **3.3.2.** You shall refrain from conduct that may unfairly affect an opponent, offend spectators or bring the sport into disrepute, such as abusive language, deliberately breaking the ball or hitting it out of the playing area, kicking the table or surrounds, and showing disrespect to match officials or any other player.
- **3.4.** You accept the authority of the ITTF Integrity Unit in investigating and prosecuting all integrity matters, as set out in the ITTF Handbook and the WTT Rules and Regulations.
- **3.5.** The specific provisions of this Clause 3 do not limit the general application of Clause 1 and Clause 2.

# 4. Personal data

- **4.1. Purpose**: You agree that the ITTF Group may collect, use, disclose, store, transfer, or otherwise process your Personal Data in any place required for its operation (including filming, televising, photographing, or otherwise recording during the ITTF Group Events), for the purposes of:
  - **4.1.1.** facilitating your participation any ITTF Group Event;
  - **4.1.2.** carrying out risk assessment for any ITTF Group Event;
  - **4.1.3.** organising any ITTF Group Event;
  - **4.1.4.** promoting any ITTF Group Event;



- **4.1.5.** promoting the organisers, sponsors, or other supporters of any ITTF Group Event;
- **4.1.6.** promoting any other organised or sanctioned event, cause, or activity by the ITTF Group;
- **4.1.7.** promoting the organisers, sponsors, or other supporters of any other ITTF Group organised or sanctioned event, cause, or activity;
- **4.1.8.** promoting the ITTF Group or any ITTF Group Entity;
- 4.1.9. promoting sponsors or other supporters of any ITTF Group Entity;
- **4.1.10.** promoting table tennis in public interest;
- **4.1.11.** enhancing fans and viewers experience when consuming ITTF Group products;
- **4.1.12.** processing and commercialising digital assets in forms such as non-fungible tokens and name, image and likeness;
- **4.1.13.** running data analytics to understand sports performance, enforce rules of table tennis during matches, and to otherwise provide insights to third parties such as fans and viewers;
- 4.1.14. archival, scientific or historical research, or statistics; and
- **4.1.15.** protecting the integrity of table tennis or otherwise upholding the ITTF Handbook and the WTT Rules and Regulations, including investigating and prosecuting breaches of the ITTF Handbook or the WTT Rules and Regulations;
- **4.1.16.** enforcing these Terms of Participation; and
- **4.1.17.** any other data processing activity which you consent to.
- **4.2. Disclosure, transfer and legal basis**: You agree that any ITTF Group Entity may disclose and transfer such data to the local organiser of any ITTF Group Event, any ITTF Group Entity, law enforcement authorities, or sponsors or other supporters as identified in Clause 4.1 above, and that processing your personal data is necessary for these Terms of Participation.
- **4.3. Security**: The ITTF Group use suitable technical and organisational security measures to protect your personal data stored with us against manipulation, partial or complete loss and against unauthorised access by third parties. Our security measures are continuously improved in line with technological developments. We also care about data protection internally. Our employees and the service providers are contractually obliged to ensure confidentiality of personal data and compliance with applicable data protection laws.
- **4.4. Storage**: The ITTF Group uses Microsoft Azure to store your personal data in Western Europe (Netherlands)or Southeast Asia (Singapore).
- **4.5. Retention**: You agree that the ITTF Group may retain your personal data necessary to facilitate your likely participation in any ITTF Group Event; and after that, your personal data necessary to



promote table tennis in public interest and for archival, scientific or historical research, or statistics, in perpetuity.

# 4.6. Rights: You have the following rights -

- **4.6.1.** Access: You may ask us for copies of your personal data.
- **4.6.2. Rectification**: You may ask us to rectify information you think is inaccurate. You also may ask us to complete information you think is incomplete.
- **4.6.3. Erasure**: You may ask us to erase your personal data in certain circumstances.
- **4.6.4. Restrict processing**: You may ask us to restrict the processing of your personal data in certain circumstances.
- **4.6.5. Object to processing**: You may object to the processing of your personal data in certain circumstances.
- **4.6.6.** Data portability: You may ask that we transfer the information you gave us to another organisation, or to you, in certain circumstances.
- **4.6.7. Complaint**: You may file a complaint to any relevant data protection authority, such as the Swiss Federal Data Protection and Information Commissioner (info@edoeb.admin.ch), if you are unsatisfied with how we have used your personal data.
- **4.7.Contact**: You may contact us at <a href="http://ittf.com">ittf@ittf.com</a> should you have a request or require more information about personal data processing.
- **4.8. "Personal Data**" means any information relating to an identified or identifiable natural person, including your name, contact information, likeness, performance and biographical information.

# 5. Assumption of Risk at ITTF Group Event

- **5.1.** You shall ensure that your participation in any ITTF Group Event is sufficiently protected by medical, travel and other appropriate insurance and that you will take all reasonable measures to protect yourself from the risks reasonably foreseeable in such ITTF Group Event.
- **5.2.** You are responsible for all property that you bring to any ITTF Group Event (including the event venue, your place of accommodation, and the modes of transportation) and that no ITTF Group Entity will have any responsibility for any loss or damage to your property.
- **5.3.** To the fullest extent permissible under applicable laws, you irrevocably release each ITTF Group Entity (and their members, directors, officers, employees, volunteers, contractors or agents) from any liability for any loss, injury or damage (including COVID-19 related health risk and other bodily injury) that you may suffer in relation to your participation in any ITTF Group Event.



- **5.4.** No ITTF Group Entity will be liable to you for any indirect or consequential loss (such loss of anticipated prize money, loss of anticipated ranking points or qualification fulfilments, travel costs and expenses and all other economic loss).
- **5.5.** The total liability of the ITTF Group in aggregate to you in respect of any direct loss relating to these Terms of Participation or this Event, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the amount of the registration fee paid or due to be paid by you.

## 6. Governing law

These Terms of Participation are primarily governed by the ITTF Handbook and WTT Rules and Regulations and subsidiarily by the laws of Switzerland (without application of its conflict of laws principles).

# 7. Dispute resolution

Unless otherwise stated, any dispute or claim arising out of these Terms of Participation or your participation at any ITTF Group Event, not resolved after exhaustion of the remedies established by WTT, shall be submitted exclusively to the ITTF Tribunal for final and binding arbitration in accordance with the ITTF Tribunal Regulations.

# 8. General clauses

- **8.1. Severability:** If any provision (or part-provision) of these Terms of Participation is invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part-provision) will be deemed deleted. Any modification to or deletion of a provision or part-provision does not affect the validity and enforceability of the rest of these Terms of Participation.
- **8.2. Headings:** The headings in these Terms of Participation are for convenience only and does not affect the meaning of the provisions to which they refer.

# 9. Questions

If you have any question regarding these Terms of Participation, you may clarify them at: <u>termsofparticipation@ittf.com</u>.

## 10. Agreement

L confirm that I have read and agree to all the provisions of these Terms of Participation and that my signature below is authentic and is the signature of the Participant identified above, which shall be binding throughout my entire registration with the ITTF Group. If am accepting these Terms of Participation on someone's behalf, I represent and warrant that I am duly authorised to do so, have

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explained these Terms of Participation to that person and have obtained that person's explicit consent to bind them to these Terms of Participation.

Full Name:	
Signature:	
Date (DD/MMM/YYYY):	



# II. PARENT / LEGAL GUARDIAN

Acknowledgment of Consent for Minors (persons under the age of 18)

Relationship to Participant:	Fath	er	Moth	ner	Legal guardian
Family name of Participant		Family	name of	parent	/ legal guardian
Given name(s) of Participant		Given	name(s) o	f paren	nt / legal guardian
Date of birth of Participant		Identity	y documer	nt type	of parent / legal guardian
Identity document type of Participant	 Numbe	r of doc	ument of	parent	: / legal guardian
Number of identity document of Participa	ant	Email a	address of	parent	t / legal guardian
		Contac	t number	of par	ent / legal guardian

Current residential address (include address, town, county / state / province, postal code and country)

I confirm that I am the parent/legal guardian (as selected above) of the Participant named in the Terms of Participation Form and that:

- 1. I consent to the above-named Participant taking part in the ITTF Group Events and signing the Terms of Participation Form, and I undertake to ensure that the Participant will comply with the terms and conditions of the Terms of Participation Form, the ITTF Handbook and WTT Rules and Regulations in force at the time of each ITTF Group Event.
- **2.** I confirm that:

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- **2.1.** I have read and understood the Terms of Participation Form, the ITTF Handbook, and WTT Rules and Regulations in force, and have fully explained to the Participant the terms and effects of them;
- **2.2.** the Participant has read the Terms of Participation Form, the ITTF Handbook, and WTT Rules and Regulations in force and, together with the benefit of my explanation, understands its respective terms and effects;
- **2.3.** I consent to and approve all provisions of the Terms of Participation Form as in force, and undertake to ensure that the Participant shall honour his/her obligations under the Terms of Participation Form; and
- 2.4. I have notified the Participant's NA of the Participant's specific needs; and
- **2.5.** I confirm that the Participant is protected by adequate insurance.
- **3.** Authority to Team Coach: I hereby irrevocably authorise the Team Coach of the Participant's NA to provide the necessary consent where and when required for the Participant's participation in any event or programme in connection with the ITTF Group Events. Such Team Coach shall have the power to appoint a substitute or to delegate all or part of such powers to other persons of his/her choice. I consent to any medical treatment being administered to the Participant in the case of any injury or illness whilst the Participant is participating in any ITTF Group Event.
- 4. Release and waiver: In consideration of the acceptance by the applicable ITTF Group Entity to the Participant taking part in the ITTF Group Events, I irrevocably release each ITTF Group Entity (and their respective members, directors, officers, employees, volunteers, contractors or agents) from any liability (to the extent permitted by law) for any kind of loss, injury or damage that the Participant may suffer or be exposed to in connection with the Participant's participation in the ITTF Group Events.
- 5. Dispute resolution: I agree that any dispute, controversy or claim arising out of or in connection with this Acknowledgment of Consent for Minors Form or Terms of Participation Form which cannot be settled amicably shall be submitted exclusively to the ITTF Tribunal for final and binding arbitration in accordance with the ITTF Tribunal Regulations. I hereby waive my right to institute any claim, arbitration or litigation, or seek any other form of relief, in any other court or tribunal.

Read and signed by parent / legal guardian

Date (DD/MMM/YYYY)



# III. CONFIRMATION BY NA

We certify and confirm that the above-named person signing this form is the father/mother/legal guardian of the Participant and acknowledge that our Team Coach has accepted responsibility for the Participant in the manner stated in Paragraph 3 of Part II above.

Read and signed by the NA (Name and signature of NA President / Secretary General):

	[	1
Date (DD/MMM/YYYY):		

Read and agreed in his / her capacity as Team Coach:

Date (DD/MMM/YYY):

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# IV. SCHEDULE 1 – ATHLETE CONSENT FORM

As a member of the relevant International Table Tennis Federation member association and/or a participant in an event authorized or recognized by International Table Tennis Federation (the "IF"), I hereby declare as follows:

- I acknowledge that I am bound by, and confirm that I shall comply with, all of the provisions of the IF Anti-Doping Rules (as amended from time to time), the World Anti-Doping Code (the "Code") and the International Standards issued by the World Anti-Doping Agency ("WADA"), as amended from time to time, and published on WADA's website.
- 2. I acknowledge the authority of IF and its member National Federations and/or National Anti-Doping Organizations under the IF Anti-Doping Rules to enforce, to manage results under, and to impose sanctions in accordance with the IF Anti-Doping Rules.
- 3. I acknowledge and agree that any dispute arising out of a decision made pursuant to the IF Anti-Doping Rules, after exhaustion of the process expressly provided for in the IF Anti-Doping Rules, may be appealed exclusively as provided in Article 5.13 of the IF Anti-Doping Rules to an appellate body, which in the case of International-Level Athletes is the Court of Arbitration for Sport (CAS).
- 4. I acknowledge and agree that the decisions of the appellate body referenced above shall be final and enforceable, and that I will not bring any claim, arbitration, lawsuit or litigation in any other court or tribunal.
- 5. I understand that:
  - a. my data, such as my name, contact information, birthdate, gender, sport nationality, voluntary medical information, and information derived from my testing sample will be collected and used by IF and its member National Federations and/or National Anti-Doping Organizations and WADA for anti-doping purposes;
  - WADA-accredited laboratories will use the anti-doping administration and management system ("ADAMS") to process my laboratory test results for the sole purpose of antidoping, but shall only have access to de-identified, key-coded data that will not disclose my identity;
  - c. I may have certain rights in relation to my *Doping Control*-related data under applicable laws and under WADA's International Standard for the Protection of Privacy and Personal Information (ISPPPI), including rights to access, rectification, restriction, opposition and deletion, and remedies with respect to any unlawful processing of my data, and I may also



have a right to lodge a complaint with a national regulator responsible for data protection in my country;

- d. if I object to the processing of my *Doping Control*-related data or withdraw my consent, it still may be necessary for my IF and its member National Federations and/or National Anti-Doping Organizations and/or WADA to continue to process (including retain) certain parts of my *Doping Control*-related data to fulfill obligations and responsibilities arising under the Code, International Standards or national anti-doping laws notwithstanding my request; including for the purpose of investigations or proceedings related to a possible anti-doping rule violations; or to establish, exercise or defend against legal claims involving me, WADA and/or an Anti-Doping Organization.
- e. preventing the processing, including disclosure, of my *Doping Control*-related data may prevent me, WADA or Anti-Doping Organizations from complying with the Code and relevant WADA International Standards, which could have consequences for me, such as an anti-doping rule violation, under the Code;
- f. to the extent that I have any concerns about the processing of my *Doping Control*-related data I may consult with the IF and/or WADA (privacy@wada-ama.org), as appropriate.
- 6. I understand and agree to the possible creation of my profile in ADAMS, which is hosted by WADA on servers based in Canada, and/or any other authorized National Anti-Doping Organization's similar system for the sharing of information, and to the entry of my *Doping Control*, whereabouts, *Therapeutic Use Exemptions*, *Athlete Biological Passport*, and sanction-related data in such systems for the purposes of anti-doping and as described above. I understand that if I am found to have committed an anti-doping rule violation and receive a sanction as a result, that the respective sanctions, my name, sport, *Prohibited Substance* or *Method*, and/or tribunal decision, may be publicly disclosed by IF and its member National Federations and/or National Anti-Doping Organizations in accordance with the Code. I understand that my information will be retained for the duration as indicated in the ISPPPI.
- 7. I understand and agree that my information may be shared with competent Anti-Doping Organizations and public authorities as required for anti-doping purposes. I understand and agree that persons or parties receiving my information may be located outside the country where I reside, including in Switzerland and Canada, and that in some other countries data protection and privacy laws may not be equivalent to those in my own country. I understand that these entities may rely on and be subject to national anti-doping laws that override my consent or other applicable laws that may require information to be disclosed to local courts, law enforcement, or other public authorities. I can obtain more information on national anti-doping laws from my International Federation or National Anti-Doping Agency.

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I have read and understand the present declaration.



# V. SCHEDULE 2 – ATHLETE'S INFORMATION NOTICE

## **Processing Data in ADAMS**

You are being asked to read the following Information Notice to ensure that you are aware that some personal information related to you will be used and processed by the Anti-Doping Organization through the anti-doping administration and management system ("ADAMS"), a web-based data management system developed and administered by the World Anti-Doping Agency ("WADA"). This Information Notice is intended to provide you with more information on ADAMS and how your personal information will be used in connection with ADAMS. For more information on ADAMS, consult the WADA website at www.wada-ama.org.

## **Purpose of ADAMS**

ADAMS enables Anti-Doping Organizations ("ADOs"), such as International Table Tennis Federation, and WADA to conduct harmonized, coordinated and effective anti-doping programs and to fulfil their respective responsibilities arising under the World Anti-Doping Code ("Code").

ADAMS may be used for scheduling In- and Out-of-Competition doping tests and managing related information, including Therapeutic Use Exemptions ("TUEs"), information related to athlete whereabouts, information about the results of anti-doping tests, managing the Athlete Biological Passport, and sanctions-related information relevant to individual athletes and other Persons.

WADA relies upon ADAMS to fulfil its responsibilities under the Code, including the performance of Out-of-Competition Testing, the review of TUEs, and its implication on anti- doping rule violation investigations and procedures.

# **Categories of Data Concerned**

ADAMS contains the following categories of data:

- Your unique ADAMS profile consisting of data relating to your identity (name, nationality, date
  of birth, gender, sport(s) and discipline(s) you compete in, organizations and/or sports
  federations to which you belong, an indication of whether you compete at an international or
  national level, and whether you are considered to be a National or International-Level Athlete
  in accordance with the Rules of your International Federation and/or National Anti-Doping
  Organization);
- Data relating to your whereabouts (e.g., training, competitions, travel, periods spent at home,



on vacation, or other regular or exceptional activities), including, each time you elect to use the "auto-location" reporting button on the ADAMS app, information about your mobile device's location;

- Data relating to test distribution planning (for the testing pools in which you are included);
- Data relating to your TUE, if any;
- Data relating to Doping Control (test distribution planning, Sample collection and handling, laboratory analysis, results management, hearings and appeals); and
- Data relating to the Athlete Biological Passport.

Some of the above data may constitute protected personal data under national data protection or privacy laws where you reside.

# Responsibility

Your Custodian Organization, which is the Anti-Doping Organization that has primary responsibility for entering and managing your profile in ADAMS, has created your unique ADAMS profile. You can identify your Custodian Organization by viewing the "Security" tab of your athlete profile. In addition, WADA will access and process certain of your data in ADAMS (i.e., TUE data, laboratory results, Athlete Biological Passport, sanctions and whereabouts data) to fulfil its responsibilities under the Code. Your Custodian Organization and WADA are responsible for protecting your information in accordance with applicable laws and WADA's International Standard for the Protection of Privacy and Personal Information. WADA, moreover, has implemented strict contractual controls governing the use of ADAMS by ADOs and others.

You will be responsible for ensuring that all information that you enter into the system or that is entered on your behalf by other parties, such as your agent or coach, is accurate. Where your Custodian Organization uses the ADAMS whereabouts module, you will be responsible for ensuring that the information you provide relating to your whereabouts is accurate and up-to-date. Please note that failure to provide and/or update accurate whereabouts information is likely to constitute an anti-doping rule violation, whether the failure is intentional or negligent.

You will be provided with a confidential password in order to enter your own data onto ADAMS and you will be responsible for keeping this password confidential at all times. Should you inadvertently disclose your password, you should contact your Custodian Organization immediately and a new password will be assigned to you.

#### Legal basis



Your Custodian Organization and WADA process your personal data relying on different legal bases, depending on the particular context in which it is processed. This includes processing in circumstances where it is permitted or required to do so under applicable anti-doping laws, including Swiss anti-doping and sports laws; where the processing is necessary to meet the substantial public interests served by eliminating doping in sport; where the processing is based on your consent, which may subsequently be withdrawn; and where necessary to meet legitimate interests. The Anti-Doping Organization that created your profile in ADAMS may be relying on these or alternative legal bases, including applicable anti-doping laws.

## Disclosures

Part of your ADAMS profile created by your Custodian Organization may be shown to other ADOs using ADAMS to ensure that only a single athlete profile for you is created.

The Custodian Organization and WADA, where appropriate, may enable other ADOs and service providers to access certain of your information appearing in ADAMS to enable them to administer anti-doping programs. In particular, the Custodian Organization shall grant WADA the authorization to disclose your whereabouts information to other Anti-Doping Organizations so that such Anti-Doping Organizations are able to fulfil their obligations pursuant to the Code.

Where this occurs, such ADOs and service providers also must abide by strict contractual controls and will be responsible for protecting your information in accordance with applicable laws and WADA's International Standard for the Protection of Privacy and Personal Information.

These other ADOs may include, as relevant or appropriate: national Olympic committees, national Paralympic committees, major event organizations such as the International Olympic Committee and International Paralympic Committee, international federations and national anti-doping organizations. These ADOs are granted access on a need-to-know basis in accordance with the Code. By viewing the "Security" tab on your ADAMS profile, you can learn which organizations have access to your data.

WADA and the organizations listed above will not disclose any of your data other than to authorized persons within their organizations on a need-to-know basis; and each of the organizations accessing and using ADAMS may only do so in order to fulfil their responsibilities and obligations arising under the Code, which primarily involves the establishment of anti-doping programs and ensuring appropriate information sharing as provided for under the Code.

If you are found to have committed an anti-doping rule violation and receive a sanction as a result,



the respective sanctions, your name, sport, Prohibited Substance or Method, and/or tribunal decision, may be publically disclosed by your Custodian Organization and relevant ADOs, in accordance with the Code.

## International transfers

Your data may be made available through ADAMS to persons or parties located outside the country where you reside. For example, your information will be shared with WADA, established in Switzerland and Canada, and may be shared with ADOs in countries where you may train or participate in sporting events. The data protection and privacy laws of these countries may not always be equivalent to those in your own country. In any case, ADOs have to comply with WADA's International Standard for the Protection of Privacy and Personal Information.

Such transfers are a necessary consequence of your participation in organized sport and facilitate the strong public interests served by eliminating doping in sport. In WADA's case, the transfers are made to two countries, Canada and Switzerland, that have been deemed to provide adequate protection by a number of regional and national data protection agencies, as well as the European Commission. In the event your information is transferred to another country, including Canada and Switzerland, it will be subject to the laws of that country and may be disclosed to or accessed by the courts, law enforcement and other public authorities in accordance with those laws.

# Rights

You may have certain rights under applicable laws and under WADA's International Standard for the Protection of Privacy and Personal Information, including rights to access, rectification, restriction, opposition and deletion, and remedies with respect to any unlawful processing of your data. You also may have a right to lodge a complaint with a national regulator responsible for data protection in your country. To the extent you have questions or concerns about the processing of your data, you may consult with your Custodian Organization and/or WADA (privacy@wada-ama.org), as appropriate.

# Security

ADAMS is hosted in data centers in Canada. Strong technological, organizational and other security measures have been applied to ADAMS to maintain the security of the data entered onto ADAMS. In addition, WADA and ADOs have put in place internal and contractual guarantees to ensure that your data remain confidential and secure pursuant to their commitments under the International Standard for the Protection of Privacy and Personal Information.



#### **Data retention**

Your data will be retained in ADAMS for the duration and in accordance with the criteria set out in Annex A to WADA's International Standard for the Protection of Privacy and Personal Information. For instance, if your Custodian Organization uses ADAMS for TUEs and you are granted a TUE, the TUE approval forms will be stored electronically in ADAMS for a period of ten years following the approval date. The period of ten years represents the time period during which an action may be commenced for an anti-doping violation under the Code. Supporting medical and other TUE-related information is only retained for a period of 18 months from the end of the validity of the TUE. Data may be retained for a longer period where required by law or for the purpose of an anti-doping investigation or proceeding.

## **Right to object**

You understand that if you object to the processing of your data, it still may be necessary for your Custodian Organization and WADA to continue to process (including retain) certain of your data to fulfil obligations and responsibilities arising under the Code, International Standards, and/or national anti-doping laws, notwithstanding your request; including for the purpose of investigations or proceedings related to a possible anti-doping rule violations; or to establish, exercise or defend against legal claims involving you, WADA and/or an ADO.

You understand that objecting to the processing, including disclosure, of your data may prevent you, your Custodian Organization, WADA or other ADOs from complying with the Code and relevant WADA International Standards, which could have consequences for you, such as an anti-doping violation under the Code or the inability to participate in sporting events.